
EXHIBIT A



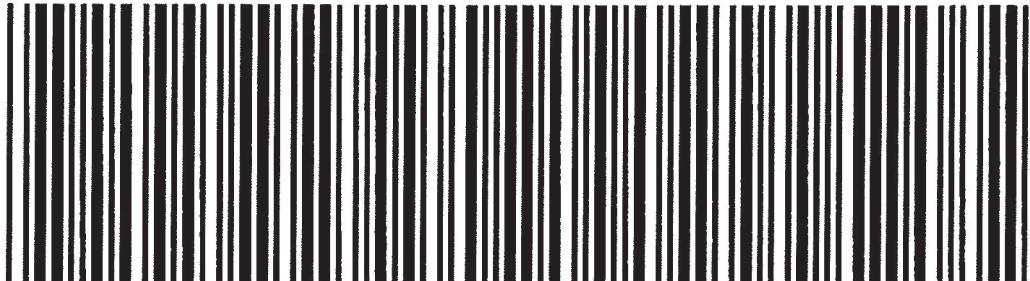
Wolters Kluwer

PROCESS SERVER DELIVERY DETAILS

Date: Tue, Feb 16, 2021

Server Name: Sharon Condrey

Entity Served	TESLA MOTORS, INC. (USED IN VA BY: TESLA, INC.)
Agent Name	C T CORPORATION SYSTEM
Case Number	680CL21000116-00
Jurisdiction	VA



COMMONWEALTH OF VIRGINIA



LYNCHBURG CIRCUIT COURT
Civil Division
900 COURT STREET P. O. BOX 4
LYNCHBURG VA 24505
(434) 455-2620

Summons

To: TESLA INC, D/B/A TESLA MOTORS
R/A CT CORPORATION SYSTEM
4701 COX RD
STE 285
GLEN ALLEN VA 23060

Case No. 680CL21000116-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Wednesday, February 10, 2021

Clerk of Court: TODD SWISHER

by _____


(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name:

FEINMAN, JAMES B
1003 CHURCH ST
LYNCHBURG VA 24505

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF LYNCHBURG

FIVE STAR ACADEMY, INC.,
a Virginia Corporation

and

TONY DEMARCO WEST

Plaintiffs,

v.

TESLA, INC. d/b/a
TESLA MOTORS, INC.,

Please serve:
Registered Agent
C T CORPORATION SYSTEM
4701 Cox Rd Ste 285
Glen Allen, VA 23060

Defendant.

COMPLAINT

CASE NO.: CL21006116

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Five Star Academy, Inc., a Virginia Corporation and Tony DeMarco West (herein Mr. West), and move the Court for judgment against Defendant Tesla, Inc. d/b/a Tesla Motors, Inc. on the following grounds of fact and law:

1. On September 1, 2019, Plaintiffs purchased a new 2019 Tesla Model S, VIN 5YJSA1E28JF336845, manufactured by Tesla, Inc., from a licensed Tesla dealership located at 9850 W. Broad Street, Glen Allen, VA 23060. The vehicle was purchased with an odometer reading of 50 miles, and for a total delivery price of \$94,928.13.

2. The vehicle came with a warranty from Tesla, Inc. d/b/a Tesla Motors, Inc.
3. The warranty includes Basic Coverage over the entire vehicle, unless a part is specifically excluded, for four years or 60,000 miles, whichever came first.
4. The vehicle's doors in Plaintiffs' vehicle are covered under the Basic Coverage Warranty.
5. On December 17, 2019, Plaintiff, Mr. West delivered the vehicle to the dealership's repair facility. The falcon doors would not fully close and would frequently rattle. As a result of the inability to close, the vehicle's windows would often have condensation on the interior in the mornings. The vehicle had a mileage of 4,335 on December 17, 2019. The dealership made a repair attempt and returned the vehicle to Mr. West on or about December 17, 2019.
6. On May 20, 2020, Mr. West returned the vehicle to the dealership again, to repair the rattle in the front driver's side door. The vehicle exhibited the same defects as it had on December 17, 2019. The dealership attempted to repair the defect again, and the vehicle was returned to Mr. West on May 20, 2020.
7. On June 9, 2020, Mr. West returned the vehicle to the dealership again because the front driver's side door would not close. The dealership made another ineffective repair attempt on June 9, 2020.
8. On July 24, 2020, Mr. West returned the vehicle to the dealership for repairs to the driver's side front door for the fourth time because the door would still not properly close. The dealership, yet again, attempted to repair the vehicle and the vehicle was returned to Mr. West on July 24, 2020.

9. On January 5, 2021, Mr. West returned the vehicle to the dealership for repairs to the driver's side door because the door was still not closing properly and made a rattling sound whenever one of the Plaintiffs attempted to close the door. The dealership, again, attempted to repair these defects and the vehicle has yet to be returned to Mr. West.
10. The defects of the front driver's side door unrepaired, the front driver's side door still cannot fully close, and as a result condensation still accumulates in the vehicle. Plaintiffs' vehicle is defective, and cannot be repaired after a reasonable number of attempts. Accordingly, Plaintiffs filed this suit.
11. Written notice of the vehicle defects and nonconformities to the warranty enumerated above have been provided to Defendant on January 19, 2021 in accordance with VA Code § 59.1-207.13(E).

**COUNT 1 – VIOLATION OF THE VIRGINIA
MOTOR VEHICLE WARRANTY ENFORCEMENT ACT**

12. The facts alleged in paragraphs 1-11 are incorporated herein by reference.
13. The Plaintiffs' vehicle is a "lemon" under the Virginia Motor Vehicle Warranty Enforcement Act (VA Code § 59.1-207.9, et seq.). Plaintiffs are consumers as defined in VA Code § 59.1-207.11. Defendant Tesla, Inc. d/b/a Tesla Motors, Inc. is a manufacturer as defined in VA Code § 59.1-207.11.
14. It is presumed that a reasonable number of repair attempts have been made pursuant to Virginia Code § 59.1-207.13(B)(2). Defendant Tesla, Inc. d/b/a Tesla Motors, Inc. has not conformed the vehicle to the applicable warranty during the Lemon Law rights period, in spite of notice being given within the required period.

The Plaintiffs are entitled to a full buy-back of the vehicle, including: the full contract price, all collateral damages, incidental damages, interest, and reasonable attorney's fees (calculated at \$500.00 per hour or 1/3rd of the total recovery, whichever is greater) and costs.

COUNT II – VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

15. The facts alleged in paragraphs 1-11 are incorporated herein by reference.
16. Plaintiffs are consumers as defined in 15 U.S.C. § 2301(3). Defendant meets the definition of a supplier and warrantor as defined in 15 U.S.C. § 2301(4)-(5). The vehicle is a consumer product as defined in 15 U.S.C. § 2301(1).
17. The vehicle was manufactured after July 4, 1975, and an express Limited Warranty and an implied warranty of merchantability was given to Plaintiffs as a part of the purchase, warranties which meet the definition of written warranty and implied warranty as contained in 15 U.S.C. § 2301(6)-(7), respectively.
18. The Warranty has failed its essential purpose and the Defendant has violated the Act due to their inability to repair or replace the nonconformities within a reasonable time, and their refusal to provide the Plaintiffs with a refund as required in 15 U.S.C. § 2304(a)(1) and (4).
19. The Defendant has also breached its implied warranties of merchantability since the vehicle, in view of the nonconformities that exist and the Defendant's inability to correct them, is not fit for the ordinary purpose for which the vehicle is being used. See 15 U.S.C. §§ 2308, 2310(d).
20. As a proximate result of Defendant's violations of the Magnuson-Moss Warranty Act and breach of their warranties, the Plaintiffs are entitled to rescission of the

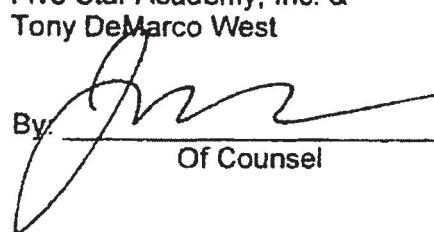
contract and a full buy-back of the vehicle, including: the full contract price, all collateral damages, incidental damages, interest, and reasonable attorney's fees (calculated at \$500.00 per hour or 1/3rd of the total recovery, whichever is greater) and costs. See 15 U.S.C. §§ 2304(a) and 2310(d).

WHEREFORE, Plaintiffs, Five Star Academy, Inc. and Tony DeMarco West respectfully pray that this Court enter judgment in their favor against the Defendant, granting Plaintiffs' demands: for rescission of the contract, actual damages of \$94,928.13, for all incidental damages after purchase, for attorney's fees and costs in the amount of \$500.00 per hour or 1/3rd of the total recovery, whichever is greater, and all other relief law and equity may provide.

TRIAL BY JURY IS DEMANDED.

Respectfully submitted,

Five Star Academy, Inc. &
Tony DeMarco West

By: 

Of Counsel

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